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JUNIPER NETWORKS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

V.

KENNETH L. SCHROEDER

Defendant.

CASE NO.: C07-3798-JW

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER
REGARDING CONFIDENTIALITY
OF CERTAIN DOCUMENTS
PRODUCED BY THIRD-PARTY
JUNIPER NETWORKS, INC.**

STIPULATION

WHEREAS, on October 17, 2007, defendant Kenneth L. Schroeder ("Schroeder") issued a subpoena to non-party Juniper Networks, Inc. ("Juniper"), which demands the production of documents containing confidential, proprietary, or private information ("Confidential Information") for which special protection from public disclosure and from use for any purpose other than the limited purposes of prosecuting, defending, or attempting to settle this litigation would be warranted. Accordingly, Juniper, Schroeder and the Securities and Exchange Commission ("SEC") hereby stipulate to and petition the Court to enter the following Stipulation and [Proposed] Protective Order Regarding Confidentiality of Certain Documents Produced By Third-Party Juniper Networks, Inc. ("Protective Order") to govern the production of documents by Juniper pursuant to Schroeder's subpoena. Juniper, Schroeder and the SEC acknowledge that this Protective Order does not confer blanket protections on all documents produced pursuant to the subpoena, that the protection it affords extends only to information or items entitled to treatment as confidential under the applicable legal principles. Juniper and Schroeder further acknowledge that Civil Local Rule 79-5 sets forth the applicable procedures and standards for seeking permission from the Court to file material under seal.

IT IS THEREFORE STIPULATED THAT:

1. Documents containing Confidential Information disclosed or produced by Juniper are referred to as "Protected Documents." Except as otherwise indicated below, all documents designated by Juniper as "Confidential" are Protected Documents and are entitled to confidential treatment as described below, unless they are duplicates of documents previously produced by Juniper to the SEC or Department of Justice.

2. Protected Documents shall not include (a) advertising materials, (b) materials that on their face show that they have been published to the general public, or (c) documents that have been submitted to any governmental entity without request for confidential treatment.

3. At any time after the delivery of Protected Documents, counsel for the parties receiving the Protected Documents may challenge the Confidential designation of all or any

portion thereof by providing written notice thereof to counsel for non-party Juniper. If the party

1 or parties receiving the Protected Documents and non-party Juniper are unable to agree as to
2 whether the confidential designation of the document(s) is appropriate, the party or parties
3 receiving the Protected Documents shall certify to the Court that an agreement cannot be reached
4 as to the confidential nature of all or a portion of the Protected Documents. Thereafter, Juniper
5 shall have twenty (20) days from the date of certification to file a motion for protective order
6 with regard to any Protected Documents in dispute. Juniper shall have the burden of establishing
7 that the disputed Protected Documents are entitled to confidential treatment. If Juniper does not
8 timely file a motion for protective order, then the Protected Documents in dispute shall no longer
9 be subject to confidential treatment as provided in this Protective Order. All Protected
10 Documents are entitled to confidential treatment pursuant to the terms of this Protective Order
11 until and unless Juniper formally agrees in writing to the contrary, Juniper fails to timely move
12 for a protective order, or a contrary determination is made by the Court as to whether all or a
13 portion of a Protected Document is entitled to confidential treatment.

14 4. Protected Documents and any information contained therein shall be used solely
15 for the prosecution, defense or settlement of this litigation, and shall not be used or shown,
16 disseminated, copied, nor in any way communicated to anyone for any purpose whatsoever other
17 than those persons identified in paragraph 5 below and pursuant to the procedures below.

18 5. Except with the prior written consent of Juniper, or upon prior order of this Court
19 obtained upon notice to Juniper's counsel, Protected Documents shall not be disclosed to any
20 person other than:

- 21 a. counsel of record for the parties to this litigation, employees of such counsel of
22 record to whom it is reasonably necessary to disclose the information for this
23 litigation, and Kenneth L. Schroeder, the defendant in this litigation;
- 24 b. consultants or expert witnesses retained for the prosecution or defense of this
25 litigation, provided that each such person shall execute a copy of the Certification
26 annexed to this Order (Ex. A) (which shall be retained by counsel to the party so
27 disclosing the Protected Document(s) and made available for inspection by

28 Juniper's counsel during the pendency or after the termination of the action only

1 upon good cause shown and upon order of the Court) before being shown or given
2 any Protected Document;

3 c. the Court, Court personnel, and court reporters; and

4 d. during their depositions or during an informal interview, witnesses in the action
5 (other than persons described in paragraph 5(b)) to whom disclosure is reasonably
6 necessary.

7 6. Nothing in this stipulation and order shall be construed to limit or otherwise
8 abrogate the SEC's ability to make its files available to other governmental agencies, as
9 described in the "Routine Uses of Information" section of SEC Form 1662, a copy of which is
10 attached hereto as Exhibit B. The SEC is free to disclose Protected Documents in a manner
11 consistent with the "Routine Uses of Information" section of SEC Form 1662 without notifying
12 or seeking permission from Juniper.

13 7. In the event that a party to this litigation files Protected Document(s) with the
14 Court, that party shall (a) comply with the requirements of Civil Local Rule 79-5, and lodge the
15 Protected Document(s) with the Clerk in accordance with that Rule; (b) immediately serve notice
16 upon Juniper that the Protected Document(s) were lodged with the Court, so that Juniper may file
17 the required declaration pursuant to Civil Local Rule 79-5(d). Copies of any pleading, brief or
18 other document containing Protected Document(s) that is served on opposing counsel shall be
19 delivered in a sealed envelope stamped:

20 **CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

21 and shall be treated in accordance with the provisions of this Protective Order.

22 8. To the extent that Protected Documents or information contained therein are used
23 in depositions, at hearings, or at trial, such documents or information shall remain subject to the
24 provisions of this Protective Order, along with the transcript pages of the deposition testimony
25 and/or trial testimony to the extent that it quotes, paraphrases or summarizes any portion of a
26 Protected Document or information contained therein.

27 9. In the event that a Protected Document is introduced as an exhibit at a deposition,
28 that portion of the deposition transcript quoting, paraphrasing or summarizing the Protected

1 Document shall be designated as “confidential,” and that portion of the transcript shall be treated
2 as a Protected Document under this Protective Order. Any court reporter or transcriber who
3 reports or transcribes testimony in this action shall agree that all “confidential” information
4 designated as such under this Protective Order shall remain “confidential” and shall not be
5 disclosed by them to anyone, except pursuant to the terms of this Protective Order, and that any
6 notes or transcriptions of such testimony (and any accompanying exhibits) will be retained by the
7 reporter or delivered to counsel of record.

8 10. Inadvertent or unintentional production of documents or information containing
9 Confidential Information which are not designated “confidential” shall not be deemed a waiver
10 in whole or in part of a claim for confidential treatment.

11 11. After termination of this litigation, the provisions of this Protective Order shall
12 continue to be binding, except with respect to those documents and information that become a
13 matter of public record. This Court retains and shall have continuing jurisdiction over the parties
14 and recipients of the Protected Documents for enforcement of the provisions of this Protective
15 Order for a period of six (6) months following termination of this litigation.

16 12. Upon termination of this action by dismissal, judgment, or settlement, counsel for
17 the party or parties receiving Protected Documents shall return the Protected Documents to
18 counsel for Juniper, or destroy all Protected Documents and certify to counsel for Juniper that all
19 Protected Documents have been destroyed. The party or parties receiving the Protected
20 Documents may keep their attorney work product that refers or relates to any Protected
21 Documents, but such attorney work product will continue to be governed by the terms of this
22 Protective Order.

23 13. This Protective Order shall be binding upon the parties and their attorneys,
24 successors, executors, personal representatives, administrators, heirs, legal representatives,
25 assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or
26 organizations over which they have control.

27 14. If any party is served with a subpoena or an order issued in other litigation that
28 would compel disclosure of any Protected Documents, that party shall, within seven (7) days of

the receipt thereof, notify Juniper, unless seven (7) days notice would not permit sufficient time in which to allow Juniper to assert any interest in preventing disclosure of the Protected Documents, and in such case, the party being requested to make the disclosure will give notice to Juniper as soon as possible, but in any event, before actual disclosure.

15. The parties agree to be bound by the terms of this Stipulation and Order pending its entry by the Court, or pending the entry of an alternative thereto which is satisfactory to all parties and to non-party Juniper, and any violation of its terms shall be subject to the same sanctions and penalties as if the Order had been entered by the Court.

WHEREAS, Schroeder, the SEC and non-party Juniper agree to the foregoing terms, IT IS SO STIPULATED.

Dated: January 22, 2008

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: /s/ Caz Hashemi
Caz Hashemi

Attorneys for Non-party
Juniper Networks, Inc.

Dated: January 23, 2008

DLA PIPER US LLP

By: /s/ Jeffrey B. Coopersmith
Jeffrey B. Coopersmith

Attorneys for Defendant
Kenneth L. Schroeder

Dated: January 22, 2008

SECURITIES AND EXCHANGE COMMISSION

By: /s/ Mark P. Fickes
Mark P. Fickes

Attorney for Plaintiff

[PROPOSED] ORDER

For good cause appearing, the foregoing stipulation regarding confidentiality is approved.
IT IS SO ORDERED.

Dated: _____

THE HONORABLE HOWARD R. LLOYD
United States Magistrate Judge

ATTESTATION

I, Joni Ostler, am the ECF User whose identification and password are being used to file this STIPULATION AND [PROPOSED] PROTECTIVE ORDER REGARDING CONFIDENTIALITY. In compliance with General Order 45.X.B, I hereby attest that Caz Hashemi, Jeffrey B. Coopersmith and Mark P. Fickes have concurred in this filing.

Dated: January 23, 2008

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: /s/ Joni Ostler
Joni Ostler